

contractually agreed that this action may be brought in a court of competent jurisdiction located in St. Joseph County, Indiana.

General Allegations

6. On or about January 7, 2005, 1st Source Bank and Marquise Holdings entered into a written contract entitled "AIRCRAFT SECURITY AGREEMENT."

7. A genuine and authentic copy of the AIRCRAFT SECURITY AGREEMENT is attached and incorporated as Exhibit No. 1.

8. The AIRCRAFT SECURITY AGREEMENT was executed on behalf of Marquise Holdings by its President, Peter M. Belli.

9. On or about February 7, 2006, 1st Source Bank and Marquise Holdings entered into a written contract entitled "LOAN AND SECURITY AGREEMENT."

10. A genuine and authentic copy of the LOAN AND SECURITY AGREEMENT is attached and incorporated as Exhibit No. 2.

11. The LOAN AND SECURITY AGREEMENT was executed on behalf of Marquise Holdings by its President, Peter M. Belli.

12. On or about February 7, 2006, 1st Source Bank and Marquise Holdings entered into a written contract entitled "PROMISSORY NOTE."

13. A genuine and authentic copy of the PROMISSORY NOTE is attached and incorporated as Exhibit No. 3.

14. The PROMISSORY NOTE was executed on behalf of Marquise Holdings by its President, Peter M. Belli.

15. Pursuant to the AIRCRAFT SECURITY AGREEMENT, the LOAN AND SECURITY

AGREEMENT (and its accompanying addendums, amendments, and schedules) and the PROMISSORY NOTE, 1st Source Bank loaned money to Marquise Holdings, subject to certain terms and conditions.

16. Marquise Holdings has failed to repay the loans described in the AIRCRAFT SECURITY AGREEMENT, the LOAN AND SECURITY AGREEMENT (and its accompanying addendums, amendments, and schedules) and the PROMISSORY NOTE and is in breach of those agreements.

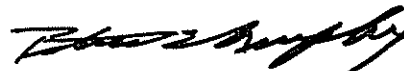
17. As a direct and proximate result of Marquise Holdings's breach of the AIRCRAFT SECURITY AGREEMENT, the LOAN AND SECURITY AGREEMENT (and its accompanying addendums, amendments, and schedules) and the PROMISSORY NOTE, 1st Source Bank has sustained damages in the sum of at least Six Hundred Fifty-seven Thousand, Four Hundred Forty-nine and 76/100 Dollars (\$657,449.76).

18. 1st Source Bank has performed and satisfied all conditions to its enforcement of the AIRCRAFT SECURITY AGREEMENT, the LOAN AND SECURITY AGREEMENT (and its accompanying addendums, amendments, and schedules), and the PROMISSORY NOTE.

19. On or about October 4, 2007, 1st Source Bank made written demand for payment upon Marquise Holdings; however, to date, Marquise Holdings has failed and refused to pay 1st Source Bank the sums due and owing.

WHEREFORE, 1st Source Bank respectfully requests judgment against Marquise Holdings; an award of damages to compensate 1st Source Bank for its losses; prejudgment interest; an award of attorneys' fees and costs; and all other just and proper relief.

Respectfully submitted:



Patrick D. Murphy (14312-49)
Boveri Murphy Rice & LaDue, LLP
400 Plaza Building
210 South Michigan Street
South Bend, IN 46601
574-232-0300
574-232-0400 (fax)
pmurphy@bmrl-law.com

Attorneys for Plaintiff 1st Source Bank